ANNEXURE-A

The tenderers shall furnish the following details with necessary enclosures along with the Technical Bid.

Sl. No	Particulars	Details to be furnished by the firm
1.	EMD of Rs.1,13,385/-to be paid along with the tender in e-Procurement portal by following modes: i) Credit card ii) Direct debit of iii) NEFT iv) Over the counter	
2.	The Tenderer should be a Manufacturer /Authorised Dealer of Glandless DI Sluice Valves. In case of a Dealer the firm should furnish the authorization letter obtained from their manufacturer in the format appended vide Annexure-"C". In case of Micro & Small Enterprises tenderer should enclose relevant Certificate issued by competent authority in the absence of which the tenders will not be considered for further evaluation.	Relevant Documents should be submitted.
3.	The Tenderer should possess valid BS:5163-1986/IS:14846/2000 Certification for manufacturing of Glandless DI Sluice Valves. In case of Dealer, shall furnish valid IS certification from their Manufacturer.	(1) Certificate No---------- and its (2) Validity---------- Copies of the certificates are to be enclosed.
4	a) The Tenderer should be a Manufacturer who must have manufactured, tested and supplied the 100mm dia Glandless DI Sluice Valves (as per IS or ISO) upto at least 458 Nos in any one of the last three financial years. (2020-21 to 2022-23). **OR** b) As per Govt Order No.FD 908 Exp-12/2019 Bengaluru dtd: 21.07.2020 for Micro & Small Enterprises:- The tenderer should be a manufacturer who must have manufactured and supplied the 100mm dia Glandless DI Sluice Valves (as per IS or ISO))upto at least 229 Nos in any one of the last two financial years. (2021-22 to 2022-23). **OR** C) The tenders of tenderers quoting as authorized representative/agent of a manufacturer meeting with the above requirements in full, will also be considered provided: (i)The manufacturer furnishes authorization in the prescribed format assuring full guarantee and warranty obligations as per conditions of contract. (ii)The tenderer as authorized representative should have supplied satisfactorily atleast 172 Nos. of 100mm dia Glandless DI Sluice Valves (as per IS or ISO) in any one of the last	Particular years during which the stipulated supplies are made with the details are to be furnished in Annexure-"B" Copies of supply orders and performance certificates /Third Party Inspection Certificates issued by End user are to be enclosed in the absence of which the tenders will not be considered for further evaluation. Joint Venture Tenders are not acceptable

	three financial years (2020-21 to 2022-23).	
5	The Manufacturer or Dealer's Manufacturer should have their own Foundry Unit facilitating the Casting of Sluice Valves components.	Relevant Documents to be submitted.
6.	a) The Tenderer should possess an average annual financial turnover of Rs.56,69,262/-in at least 3 preceeding financial years (i.e., 2020-21 to 2022-23) are to be enclosed along with a Certificate issued by a Chartered Accountant. OR b) As per Govt Order No. FD 908 Exp-12/2019 Bengaluru dtd:21.07.2020 for Micro & Small Enterprises:- The Tenderer should possess an average annual financial turnover of the tenderer should be Rs.28,34,631/- in at least 2 preceeding financial years i.e., 2021-22 to 2022-23 are to be enclosed along with a Certificate issued by a Chartered Accountant.	Respective Balance sheets of those two financial years during which the turnover is more than required turnover are to be enclosed along with a certificate issued by a Chartered Accountant.
7.	The tenderer should enclose the recent [April 2022 onwards] Test report issued by any III party inspection agency for having conducted tests as per BS: 5163-1986/IS:14846/2000 on 100mm dia Glandless DI Sluice Valves.	Relevant III party certificate to be enclosed.
8.	The tenderer shall agree to all terms and conditions of tender	Yes /No

Signature of Tenderer

Executive Engineer

(Central Stores Division)
BWSSB.

GENERAL TERMS AND CONDITIONS

1.	Tenders through e-Procurement Portal in Two cover system, one for Technical Bid and the other for Financial Bid are invited for Procurement of 573 Nos of 100 mm dia Glandless DI Sluice Valves conforming to BS: 5163-1986 / IS: 14846/2000 with its latest amendments from Reputed Manufactures/ Authorised Dealers. **The eligibility for Glandless DI Sluice Valves is as below**:- (1) The Glandless DI Sluice Valves to be supplied should possess valid BS:5163 -1986 / IS: 14846/2000 Certification. (2) Recent [April-2022 onwards] Test report issued by any III Party Inspection Agency for having conducted tests as per IS: 14846/2000 on 100 mm dia Glandless DI Sluice Valves supplied. **The eligibility for the Bidders are as follows**:- 1) a) The Tenderer should be a Manufacturer who must have manufactured, tested and supplied the 100mm dia Glandless DI Sluice Valves (as per IS or ISO) upto at least 458 Nos in any one of the last three financial years. (2020-21 to 2022-23). **OR** b) As per Govt Order No.FD 908 Exp-12/2019 Bengaluru dtd: 21.07.2020 for Micro & Small Enterprises:- The tenderer should be a manufacturer who must have manufactured and supplied the 100mm dia Glandless DI Sluice Valves (as per IS or ISO))upto at least 229 Nos in any one of the last two financial years. (2021-22 to 2022-23). **OR** C) The tenders of tenderers quoting as authorized representative/agent of a manufacturer meeting with the above requirements in full, will also be considered provided: (i) The manufacturer furnishes authorization in the prescribed format assuring full guarantee and warranty obligations as per conditions of contract. (ii) The tenderer as authorized representative should have supplied satisfactorily atleast 172 Nos. of 100mm dia Glandless DI Sluice Valves (as per IS or ISO) in any one of the last three financial years (2020-21 to 2022-23). 2 a) The Tenderer should possess an average annual financial turnover of Rs.56,69,262/-in at least 3 preceeding financial years (i.e., 2020-21 to 2022-23) are to be enclosed along with a Certificate issued by a Chartered Accountant. OR b) As per Govt Order No. FD 908 Exp-12/2019 Bengaluru dtd:21.07.2020 for Micro & Small Enterprises:- The Tenderer should possess an average annual financial turnover of the tenderer should be Rs.28,34,631/- in at least 2 preceeding financial years i.e., 2021-22 to 2022-23 are to be enclosed along with a Certificate issued by a Chartered Accountant. The last date and time for receipt of tenders is **02.01.2024** before 4.00P.M The tendering will be in Electronic Mode submitted through e-Procurement Portal (www.eproc.karnataka.gov.in) as follows: **The Technical Bid shall contain the following:-**
2.	**1) Technical bid:** (i) Annexure-“A” duly filled and signed

(ii) BS:5163-1986 / IS: 14846/2000 Certification for manufacturing of 100 mm dia Glandless DI Sluice Valves .

(iii) Details of earlier supplies in Format appended vide Annexure-"B". (Copies of Supply Orders and Performance Certificates from the End User /III party inspection certificate should be enclosed).

(iv) Turn over Certificates & Respective Balance sheet.

(v) As agreed, the Dealer of shall produce the consent letter from the manufacturers for their commitment through the dealer with regard to supply, quality, test procedure, delivery schedule, warranty, etc., in the Format appended vide Annexure-"C".

(vi) Schedule 'B' Seal and signed.

2 .<u>FINANCIAL BID:</u>

3. The Financial Bid consists of Schedule "B" in which the rates have to be offered shall be only in Electronic mode.

4. Tenders received without E.M.D. will be rejected outright. The E.M.D. amount so deposited by the successful tenderer will be refunded only after submission of performance security in the form of irrevocable Bank Guarantee issued by a Nationalized/Scheduled Bank, in a sum equivalent to **5%** of the contract value of Glandless DI Sluice Valves and an additional BG for unbalanced amount incase if the bid is unbalanced as per **Clause-17** of the tender. The E.M.D. of the unsuccessful tenderer will be refunded after the award of the work to the successful tenderer. The E.M.D. so remitted by all the tenderers will not bear any interest.

The Technical bids will be opened by the Executive Engineer (Central Stores Division) on **04.01.2024** at 12.00Noon in the presence of the firm's representatives/authorized agents who are present at that time. If, for any reason, the tenders cannot be opened on the said date and time, the next date and time of opening will be intimated to the representatives present.

The submission of the tender by the Tenderer implies that he has read the terms and conditions of contract and has made himself aware of the scope and specification of the 100 mm dia Glandless DI Sluice Valves.

5. **<u>Validity</u>**

The Tenderer should keep his offer valid at least for a period of **90 days** from the date of opening and if necessary for a further period as desired by the CE(Project), BWSSB, 3rd Floor, Cauvery Bhavan, Bangalore-560009

6. **<u>Agreement Clause</u>**

a) The enquiry along with the appended schedules shall form part & parcel of the agreement, which is executed after acceptance of the tender.

b) Agreement in the prescribed format shall be executed between successful Tenderer and the Executive Engineer (Central Stores Division), Malleshwaram, Bangalore-12 within **21 days** from the date of communication of approval of his/their tender, failing which the E.M.D. shall stand forfeited.

7. **<u>Rates to be offered</u>:-**

a) The rates should be legibly uploaded in figures.

b) The rate quoted for supply of 100 mm dia Glandless DI Sluice Valves should be inclusive of GST, III party inspection charges, transit insurance, transportation,

stacking, unloading, etc., F.O.R. Central Stores, C.J.F. Malleswaram, Bangalore – 560012.

c) The lowest rate received for 100 mm dia Glandless DI sluice Valve will be considered during evaluation of the tender and the supplier is bound to supply at the lowest rates received throughout the contract period.

d) In case of any concession, exemption or refund of Duty is applicable to the above supplies, which are to be passed on to the purchaser, the supplier shall consider the above in his offer, and specifically mention such benefits in the Technical Offer. In case of any such levies which are exempted / refundable which are not to be passed on, these details shall be furnished in the Technical Offer

) e) The rate quoted shall remain 'Firm' till the supply of the entire quantity as per the schedule "B" and during the contract period the supplier shall not be entitled for any enhancement in the rate on account of rise in the price of raw materials, electricity tariff, diesel, oil, statutory levies, transportation, etc., or due to any reason whatsoever.

e)f) f) In case, the additional quantities of 100 mm dia Glandless DI Sluice Valves over and above the quantities noted in the Schedule are required during the period of contract, the supplier shall be bound to supply the said quantities at the accepted rates up to 25% of tendered quantity, Likewise, the tendered quantity can be curtailed to an extent up to 25%.

g) The supplier shall be entirely responsible for GST and other expenses incurred until the delivery of 100 mm dia Glandless DI Sluice Valves to FOR Stores, Malleshwaram, Bangalore-12.

8.

Evaluation of tenders:-

a. The evaluation of the tender will take into account, GST, III party inspection charges, transportation charges, transit, insurance and other costs which are incidental to the delivery of the Glandless DI Sluice Valves, FOR Central Stores, Malleswaram.

b. In case, if **L-1 rates** are offered by more than one firm then the tendered quantity will be divided among both the firms as decided by the CE(Project).

9.

Delays in the supplier's performance:

(i)The maximum time allowed for completion of the supplies is Twelve months from the date of supply order and the supplier shall regularly intimate the progress of supply to the purchaser regarding the quantity offered for inspection and date.

(ii) However, the time schedule shall be indicated at the time of agreement. The Supply Schedule should be promptly adhered to.

(iii) If, at any time, during performance of the contract, the supplier should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its causes. As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may, at its discretion extend the suppliers time for performance with or without liquidated damages.

(iv) Except for the delay in an event of **Force Majeure** (an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable) a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to be imposition of liquidated damages, pursuant **Clause-10** unless an extension of time is agreed upon pursuant to **Clause 9 (iii)**

10.	without the application of liquidated damages.
11.	**Liquidated Damages Clause:** Failure on the part of the supplier to make supply as per the Supply Schedule indicated will be construed as a breach of contract, and the purchaser shall deduct from the contract price, as Liquidated Damages, a sum equivalent to **0.5%** of the delivered price of the delayed goods **for each week** or part thereof delay until actual delivery upto maximum deductions of **10%** of contract price. Once the maximum is reached, the Purchaser may consider termination of the contract.
12.	**Termination for Default:** (i)The purchaser may without prejudice to any other remedy for breach of the contract by a written notice of default sent to the suppliers, terminate the contract in whole or part:- a)If the supplier fails to deliver any or all of the goods within the period specified in the contract or within any extension thereof granted by the purchaser pursuant to **Clause-9.** b) If the supplier fails to perform any obligation under the contract. c)(i) If the supplier in the judgment of the purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the contract. (ii) In the event purchaser terminates the contract in whole or in part pursuant to **Clause-11(i)** the purchaser may procure up on such terms and in such manner as it deems appropriate, Glandless DI Sluice Valves similar to those undelivered, and the supplier shall be liable to the purchaser for any excess stock for such similar Glandless DI Sluice Valves. However, the supplier shall continue the performance of the contract to the extent not terminated
13.	**Termination for convenience:** (i) The purchaser by written notice sent to the supplier may terminate the contract in whole or in part, at any time, for its convenience. The notice of termination shall specify the termination is for the purchaser convenience, the extent to which performance of the supplier under the contract is terminated and the date upon which such termination becomes effective. (ii)The 100 mm dia Glandless DI Sluice Valves that are complete and ready for dispatch within thirty days after the supplier's receipt of notice of termination shall be accepted by the purchaser at the Contract Terms and Prices for the remaining quantity of 100 mm dia Glandless DI Sluice Valves the purchaser may elect:- (a)to have any portion completed and delivered at the Contract Terms and Prices and/or (b) to cancel the reminder and pay to the supplier an agreed amount for partially completed Glandless DI Sluice Valves.
	Guarantee Clause:- (a) 100 mm dia Glandless DI Sluice Valves for transportation shall be packed in accordance with BS:5163-1986 /IS: 14846/2000 (b) In case, if the 100 mm dia Glandless DI Sluice Valves supplied are not in accordance with the specification or if same are received in damaged condition, the supplier shall take back such Glandless DI Sluice Valves and replace them with good Glandless DI Sluice Valves within a week`s time duly tested by a third party at their factory without any additional cost to the Board.

	(C) The tenderer shall be responsible for any losses, destructions and damages of 100 mm dia Glandless DI Sluice Valves during transit.
14.	
15.	**Insurance:** 100 mm dia Glandless DI Sluice Valves to be supplied shall be fully insured in Indian rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery of Glandless DI Sluice Valves at site. The insurance shall be obtained by the Supplier from FOR Works to FOR Stores, Malleshwaram, on **"All Risks"** basis including war risks and strikes and this rate should be included in the offered price.
16.	**Payment Clause :** (a) 100% payment will be made within 60 days after the receipt of Glandless DI Sluice Valves at Divisional Stores, CJF, Malleshwaram along with Invoice Copies and factory test certificate.
17.	**Inspection and Testing** a)The tenderer should have facilities to test on Glandless DI Sluice Valves will be carried out by any one of the third party inspection agencies appointed by the Board and the cost towards the same should be included in the offer of the tenderer. b)The sample sizes for various tests and criteria for acceptance will be as per IS: 14846 / 2000
18.	**Performance Security** Within 20 days of the receipt of award from the Purchaser, the tenderer shall furnish a Performance Security in the form of Bank Guarantee in a sum equivalent to 5% of the contract price. Also an Additional Bank Guarantee for unbalanced amount shall be furnished if the offered bid is unbalanced. If not, the EMD deposited by the tenderer shall be forfeited. The performance security shall be valid up to 60 days after the date of completion on performance obligation and the purchaser shall refund the same after the satisfactory completion of the suppliers in the complete manner. The Security Deposit shall not bear any interest.
	LEGAL CLAUSE: (a)Conditional tenders are rejected outright. (b) The CE(Project)reserves the right to accept or reject any or all tenders without assigning any reason whatsoever. Even if the Tenderer meets all the eligibility and qualification criteria his tender shall be summarily rejected, if he is found to have misled or made false representation in the form of any of the statements submitted in proof of the eligibility and qualification requirement or if he has a record of poor performance such as abandoning the supplies, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc., (c)In case of any dispute arising out of this contract, the decision of the CE(Project) is final on both the parties.

	(d) The Contract shall in all respects be construed and operative as per the provisions of Indian Contract Act, Sale of Goods Act- 1930 and in conformity with Indian Law and is subject to the jurisdiction of **Bangalore City Civil Courts only.** (e) The enquiry along with the appended schedules shall form part and parcel of the agreement, which is executed after acceptance of the tender. (f) Regarding the assessment of quality and performance of the Glandless DI Sluice Valves the decision of CE(Project)shall be final. The Tenderers shall invariably fill in the **Annexure- A, B and Annexure C** (in case of Dealers) appended to the technical bid enclose the requisite documents without fail, duly affixing their seal and signature.

Signature of Tenderer **Executive Engineer**

(Central Stores Division)

BWSSB

ANNEXURE-B

Proforma for Performance Statement for the year..... during which required Nos. of 100 mm dia Glandless DI Sluice Valves are supplied.

Tender No. BWSSB/EE(CStr)/AEE/ASO/JE/STR/ /2023-24 dated:

Date of Opening: _____Time :12:00Noon.

Name of the Firm.....

Orders placed by (Full address of Purchaser]	Order No. and Date	Quantity of 100 mm dia Glandless DI Sluice Valves ordered	Qty. of 100 mm dia Glandless DI Sluice Valves supplied	Performance Certificate issued by the Purchaser to the extent of supplies made (attach a certificate from the Purchaser)
1	2	3	4	5

Note :-

(i) Specific year during which the stipulated supplies were made should only be indicated.

(ii) Respective supplies indicated in the above proforma shall be invariably substantiated with relevant documents such as Supply Orders and respective Performance certificates/ IIIrd party Inspection Certificate issued by the End Users without which the tender will not be considered for further evaluation.

Signature of Tenderer

Executive Engineer

(Central Stores Division)

BWSSB

ANNEXURE – C

Signature and Seal of the Tenderer _____

MANUFACTURER'S AUTHORIZATION FORM

No…… Date:……

To,
Executive Engineer (Central Stores Division)
BWSSB,
Bangalore- 09

Dear Sir,

Tender No. BWSSB/EE(Str)/AEE/ JE/STR/ /2023-24 Dtd:

We,…… who are established and reputable manufacturers **of 100mm dia Glandless DI Sluice Valves conforming to specifications appended vide Annexure-C** having factories at …… (address of factory) do hereby authorize M/s…… (Name and address of Agent) to submit a tender and sign the contract with you for the goods manufactured by us against the above Tender No. BWSSB/EE(Str)/AEE/JE/STR/ /2023-24 Dated:-

No company or firm or individual other than M/s …… …… are authorized to tender and conclude the contract for the above goods manufactured by us, against Tender BWSSB/EE(Str)/AEE/JE/STR/ /2023-24 Dated:-

We hereby extend our full guarantee and warranty as per General Terms and Conditions of Contract for supply of 573 Nos of **100mm dia Glandless DI Sluice Valves** conforming to specifications appended vide Annexure-C by M/s……against Tender No.BWSSB/EE(Str)/AEE/JE/Str/ /2023-24 Dated:-

Your's faithfully,

(Name of the Manufacturer)

Note :

This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. This should be included by the Tenderer in their tender.

SCHEDULE-"B"

Sl. No	Particulars	Unit	Qty in Nos	Rate per Unit Price (in Rs.)	Amount (in Rs.)
1	Supply of Glandless DI PN 1.6 Sluice Valves conforming to BS:5163 -1986 /IS:14846/2000 and with its latest amendments for the use of drinking water works purposes as per Table 1. DI Resilient seated soft sealing sluice valve with body, bonnet of Ductile Iron of grade GGG50, Wedge fully rubber lined with EPDM & seals of NBR and the valves should be vacuum tight and 100% leak proof with face to face dimensions as per IS 14846-2000.The stem sealing should be with toroldol sealings rings (Minimum 2 "O" rings). All the valves should be with Electro static powder coating both inside and outside with pocket less body passage. Flange drilled as per IS:1538 with raise face. All Sluice Valves should be Non rising spindle type. The rate is inclusive of TP Set, galvanized bolts & nuts and rubber insertion etc.,				
A.	100 mm dia Glandless DI Sluice Valves	Nos	573		

Note:

Rate quoted should be per Sluice Valve inclusive of all GST, testing charges, transit Insurance, 3rd Party Inspection Charges, Transportation, Unloading, Stacking at F.O.R. Stores, Malleswaram, Bangalore.

Signature of the Tenderer

Executive Engineer

Central Stores Division

*** Rate should not be quoted here only seal and signature.